Contract Agreement Between:



# CONTRACT

KMBC-TV 9 KANSAS CITY
**KMBC**
**6455 Winchester Ave**
**Kansas City, MO 64133-6409**
**(816)221-9999**

www.kmbc.com

And:

**Patrick Media**
**216 W. Washington**
**P.O. Box 317**
**Marshfield, MO 65706**

| Field | Value |
|---|---|
| Contract / Revision | 937228 / |
| Alt Order # | |
| Product | 7/31/12 - 8/6/12 |
| Contract Dates | 07/31/12 - 08/06/12 |
| Estimate # | 7/31/12 - 8/6/12 |
| Advertiser | Kinder/R/Lt Governor |
| Original Date / Revision | 08/03/12 / 08/03/12 |
| Billing Cycle | EOM/EOC |
| Billing Calendar | Broadcast |
| Cash/Trade | Cash |
| Station | KMBC |
| Account Executive | Jeff Kitzsteiner |
| Sales Office | Kansas City |
| Special Handling | Politcal Duplicate File Copy |
| Demographic | Adults 50+ |
| IDB# | |
| Advertiser Code | |
| Product Code | |
| Agency Ref | |
| Advertiser Ref | |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | KMBC | 08/03/12 | 08/06/12 | First News at 4:30am | M-F 430a-5a | | :30 | | | NM | 2 | $40.0( |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | ----1-- | 1 | $20.00 |
| Week: | 08/06/12 | 08/12/12 | 1------ | 1 | $20.00 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | KMBC | 07/31/12 | 08/06/12 | First News at 5am | 5-5:30am | | :30 | | | NM | 5 | $950.0( |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | -1111-- | 4 | $150.00 |

| Spot | Ch | Date Range | Description | Start/End Time | Weekdays | Length | Rate | Type |
|---|---|---|---|---|---|---|---|---|
| *2* | *KMBC* | *07/30/12-08/05/12* | *First News at 5am* | *5-5:30am* | -TuWThF---- | *:30* | ~~$150.00~~ | *NM* |
| | *See MG 2.6* | | | | | | | |
| *3* | *KMBC* | *07/30/12-08/05/12* | *First News at 5am* | *5-5:30am* | -TuWThF---- | *:30* | ~~$150.00~~ | *NM* |
| | *See MG 2.7* | | | | | | | |
| 6 | KMBC | 08/01/12-08/01/12 | First News at 5am | 5-5:30am | ---W------- | :30 | $250.00 | NM |
| Ⓜ | MG for 2.2 08/01 | | | | | | | |
| | M/G FOR 8/1/12 5-530AM { UPGRADE TO LEVEL 1 RATE } | | | | | | | |
| 7 | KMBC | 08/02/12-08/02/12 | First News at 5am | 5-5:30am | ----Th----- | :30 | $250.00 | NM |
| Ⓜ | MG for 2.3 08/02 | | | | | | | |
| | M/G FOR 8/2/12 5-530AM { UPGRADE TO LEVEL 1 RATE } | | | | | | | |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 08/06/12 | 08/12/12 | 1------ | 1 | $150.00 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3 | KMBC | 07/31/12 | 08/03/12 | First News at 5:30am | 5:30-6am | | :30 | | | NM | 4 | $1,200.0C |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | -1111-- | 4 | $300.00 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N 4 | KMBC | 07/31/12 | 08/06/12 | First News at 6am | 6-7am | | :30 | | | NM | 4 | $2,200.0C |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | -111--- | 3 | $300.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)



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| Contract / Revision | Alt Order # |
|---|---|
| 937228 / | |

| Contract Dates | Product | Estimate # |
|---|---|---|
| **07/31/12 - 08/06/12** | 7/31/12 - 8/6/12 | **7/31/12 - 8/6/12** |

| Advertiser | Original Date / Revision |
|---|---|
| **Kinder/R/Lt Governor** | 08/03/12 / 08/03/12 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

| Spot | Ch | Date Range | Description | Start/End Time | Weekdays | Length | Rate | Type |
|---|---|---|---|---|---|---|---|---|
| *1* | *KMBC* | *07/30/12-08/05/12* | *First News at 6am* | *6-7am* | -TuWTh----- | *:30* | ~~*$300.00*~~ | *NM* |
| *See MG 4.5* | | | | | | | | |
| *2* | *KMBC* | *07/30/12-08/05/12* | *First News at 6am* | *6-7am* | -TuWTh----- | *:30* | ~~*$300.00*~~ | *NM* |
| *See MG 4.6* | | | | | | | | |
| *3* | *KMBC* | *07/30/12-08/05/12* | *First News at 6am* | *6-7am* | -TuWTh----- | *:30* | ~~*$300.00*~~ | *NM* |
| *See MG 4.7* | | | | | | | | |
| 5 | KMBC | 07/31/12-07/31/12 | First News at 6am | 6-7am | -Tu-------- | :30 | $550.00 | NM |
| Ⓜ MG for 4.1 07/31 | | | | | | | | |
| M/G FOR 7/31/12 6-7AM { DUE TO LUR PRE-EMPT } | | | | | | | | |
| 6 | KMBC | 08/01/12-08/01/12 | First News at 6am | 6-7am | ---W------- | :30 | $550.00 | NM |
| Ⓜ MG for 4.2 08/01 | | | | | | | | |
| M/G FOR 8/1/12 6-7AM { DUE TO LUR PRE-EMPT } | | | | | | | | |
| 7 | KMBC | 08/02/12-08/02/12 | First News at 6am | 6-7am | ----Th----- | :30 | $550.00 | NM |
| Ⓜ MG for 4.3 08/02 | | | | | | | | |
| M/G FOR 8/2/12 6-7AM { DUE TO LUR PRE-EMPT } | | | | | | | | |

Week: 08/06/12 08/12/12 1------ 1 $300.00

| Spot | Ch | Date Range | Description | Start/End Time | Weekdays | Length | Rate | Type |
|---|---|---|---|---|---|---|---|---|
| *4* | *KMBC* | *08/06/12-08/12/12* | *First News at 6am* | *6-7am* | M---------- | *:30* | ~~*$300.00*~~ | *NM* |
| *See MG 4.8* | | | | | | | | |
| 8 | KMBC | 08/06/12-08/06/12 | First News at 6am | 6-7am | M---------- | :30 | $550.00 | NM |
| Ⓜ MG for 4.4 08/06 | | | | | | | | |
| M/G FOR 8/6/12 6-7AM { UPGRADE TO LEVEL 2 RATE } | | | | | | | | |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Length | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 5 | KMBC | 08/04/12 | 08/04/12 | Sat News @ 5am | 5-6am | :30 | NM | 1 | $35.0( |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | -----S- | 1 | $35.00 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Length | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 6 | KMBC | 08/04/12 | 08/04/12 | Sa 6-7a | 6-7a | :30 | NM | 1 | $125.0( |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | -----S- | 1 | $125.00 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Length | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 7 | KMBC | 08/04/12 | 08/04/12 | News Wknd Sat | 7-9am | :30 | NM | 1 | $125.0( |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | -----S- | 1 | $125.00 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Length | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 8 | KMBC | 08/05/12 | 08/05/12 | Su 6-7a | 6-7a | :30 | NM | 1 | $150.0( |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | ------S | 1 | $75.00 |

| Spot | Ch | Date Range | Description | Start/End Time | Weekdays | Length | Rate | Type |
|---|---|---|---|---|---|---|---|---|
| *1* | *KMBC* | *07/30/12-08/05/12* | *Su 6-7a* | *6-7a* | ---------Sι | *:30* | ~~*$75.00*~~ | *NM* |
| *See MG 8.2* | | | | | | | | |
| 2 | KMBC | 08/05/12-08/05/12 | Su 6-7a | 6-7a | ---------Sι | :30 | $150.00 | NM |
| Ⓜ MG for 8.1 08/05 | | | | | | | | |
| M/G FOR 8/5/12 6-7AM { UPGRADE TO LEVEL 2 } | | | | | | | | |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Length | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 9 | KMBC | 08/05/12 | 08/05/12 | News Wknd Sun | 7-9am | :30 | NM | 1 | $110.0( |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | ------S | 1 | $110.00 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Length | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 10 | KMBC | 08/05/12 | 08/05/12 | This Week With George Step | 930-1030am | :30 | NM | 1 | $125.00 |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | ------S | 1 | $125.00 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Length | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|
| N 11 | KMBC | 07/31/12 | 08/06/12 | 5pm News | 5-530pm | :30 | NM | 5 | $2,750.00 |

| | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 07/30/12 | 08/05/12 | -1111-- | 4 | $350.00 |

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| Contract Dates | Product | Estimate # |
|---|---|---|
| 07/31/12 - 08/06/12 | 7/31/12 - 8/6/12 | 7/31/12 - 8/6/12 |

| Advertiser | Original Date / Revision |
|---|---|
| Kinder/R/Lt Governor | 08/03/12 / 08/03/12 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amoun |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

| Spot | Ch | Date Range | Description | Start/End Time | Weekdays | Length | Rate | Type |
|---|---|---|---|---|---|---|---|---|
| 1 | KMBC | 07/30/12-08/05/12 | 5pm News<br>See MG 11.6 | 5-530pm | -TuWThF---- | :30 | ~~$350.00~~ | NM |
| 2 | KMBC | 07/30/12-08/05/12 | 5pm News<br>See MG 11.7 | 5-530pm | -TuWThF---- | :30 | ~~$350.00~~ | NM |
| 3 | KMBC | 07/30/12-08/05/12 | 5pm News<br>See MG 11.8 | 5-530pm | -TuWThF---- | :30 | ~~$350.00~~ | NM |
| 4 | KMBC | 07/30/12-08/05/12 | 5pm News<br>See MG 11.9 | 5-530pm | -TuWThF---- | :30 | ~~$350.00~~ | NM |
| 6 | KMBC | 07/31/12-07/31/12 | 5pm News<br>Ⓜ MG for 11.1 07/31<br>M/G FOR 7/31/12 5-530PM { DUE TO LUR PRE-EMPT } | 5-530pm | -Tu-------- | :30 | $550.00 | NM |
| 7 | KMBC | 08/01/12-08/01/12 | 5pm News<br>Ⓜ MG for 11.2 08/01<br>M/G FOR 8/1/12 5-530PM { DUE TO LUR PRE-EMPT } | 5-530pm | ---W------- | :30 | $550.00 | NM |
| 8 | KMBC | 08/02/12-08/02/12 | 5pm News<br>Ⓜ MG for 11.3 08/02<br>M/G FOR 8/2/12 5-530PM { DUE TO LUR PRE-EMPT } | 5-530pm | ----Th----- | :30 | $550.00 | NM |
| 9 | KMBC | 08/03/12-08/03/12 | 5pm News<br>Ⓜ MG for 11.4 08/03<br>M/G FOR 8/3/12 5-530PM { DUE TO LUR PRE-EMPT } | 5-530pm | ------F---- | :30 | $550.00 | NM |

| Week: | Start Date | End Date | Weekdays | Spots/Week | Rate |
|---|---|---|---|---|---|
| Week: | 08/06/12 | 08/12/12 | 1------ | 1 | $375.00 |

| Spot | Ch | Date Range | Description | Start/End Time | Weekdays | Length | Rate | Type |
|---|---|---|---|---|---|---|---|---|
| 5 | KMBC | 08/06/12-08/12/12 | 5pm News<br>See MG 11.10 | 5-530pm | M---------- | :30 | ~~$375.00~~ | NM |
| 10 | KMBC | 08/06/12-08/06/12 | 5pm News<br>Ⓜ MG for 11.5 08/06<br>M/G FOR 8/6/12 5-530PM { UPGRADE TO LEVEL 2 RATE } | 5-530pm | M---------- | :30 | $550.00 | NM |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Length | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 12 | KMBC | 07/31/12 | 08/03/12 | 6pm News | 6-630pm | :30 | NM | 4 | $2,600.0( |
| | Week: | 07/30/12 | 08/05/12 | Weekdays: -1111-- | Spots/Week: 4 | Rate: $650.00 | | | |
| 13 | KMBC | 08/04/12 | 08/04/12 | 5pm News Saturday | 5-530pm | :30 | NM | 1 | $100.0( |
| | Week: | 07/30/12 | 08/05/12 | Weekdays: -----S- | Spots/Week: 1 | Rate: $100.00 | | | |
| 14 | KMBC | 08/04/12 | 08/04/12 | 6pm News Saturday | 6-7pm | :30 | NM | 1 | $325.0( |
| | Week: | 07/30/12 | 08/05/12 | Weekdays: -----S- | Spots/Week: 1 | Rate: $325.00 | | | |
| 15 | KMBC | 08/05/12 | 08/05/12 | 5pm News Sunday | 5-6pm | :30 | NM | 1 | $275.0( |
| | Week: | 07/30/12 | 08/05/12 | Weekdays: ------S | Spots/Week: 1 | Rate: $275.00 | | | |
| | | | | | | Totals | | 33 | $11,110.0( |

| Time Period | # of Spots | Gross Amount | Net Amount |
|---|---|---|---|
| 07/30/12 -08/06/12 | 33 | $11,110.0C | $9,443.50 |
| Totals | 33 | $11,110.0C | $9,443.50 |

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| Contract Dates | Product | Estimate # |
|---|---|---|
| **07/31/12 - 08/06/12** | 7/31/12 - 8/6/12 | **7/31/12 - 8/6/12** |

| Advertiser | Original Date / Revision |
|---|---|
| **Kinder/R/Lt Governor** | 08/03/12 / 08/03/12 |

**Signature:** ______________________________ **Date:** ____________________

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**TERMS AND STANDARD CONDITIONS**
**FOR PURCHASE OF BROADCAST ADVERTISING**

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

**1. BILLING AND PAYMENTS**

(a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.

(b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

**2. TERMINATION**

(a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.

(b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.

(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.

(d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

**3. OMISSION OF BROADCAST**

If, as a result of an act of God, *force majeure*, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

**4. PREEMPTIONS**

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

**5. FIXED RATE PURCHASES**

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

**6. AGENCY MATERIAL**

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

**7. INDEMNIFICATION**

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

**8. CONSEQUENTIAL DAMAGES**

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

**9. GENERAL**

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.

(c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]